

**Exhibit "A"**  
**Legal Description**

Subdivisions Nineteen (19), Twenty (20), and Twenty-One (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "T", Page 77 of the Public Records of Monroe County, Florida.

The Property is further identified by the following Monroe County Parcel Identification Numbers:

Lot 19: 00013950-000000

Lot 20: 00013960-000000

Lot 21: 00013970-000000

**Exhibit "B"**  
**Map Showing Property**

**Monroe County, Florida**  
MCPA GIS Public Portal

MONROE COUNTY PROPERTY  
APPRAISER OFFICE



THIS PROPERTY LOCATION MAP HAS BEEN COMPILED FOR INTERNAL OFFICE USE AS AN AID IN THE PREPARATION OF THE MONROE COUNTY TAX ROLL. IT IS NOT A SURVEY AND THE DIVISION OF INFORMATION DEPICTED THEREON SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES. NEITHER MONROE COUNTY NOR THE OFFICE OF THE PROPERTY APPRAISER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS.

1:1,013  
Date: 11/22/2016

**Exhibit "C"**  
**Title Information**



**First American**

# Schedule A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3670853**

Customer Reference Number: 52818-16371

First American File Number: 2037-3670853

1. Effective Date: December 01, 2016 @ 8:00 A.M.  
**Revised April 27, 2017**

2. Policy or Policies to be Issued: Proposed Amount of Insurance:

a. Owner's Policy  
ALTA Owner's Policy of Title Insurance (6-17-06) \$10.00  
(with Florida modifications)

Proposed Insured: City of Key West, Florida, a municipal corporation of the State of Florida

b. Loan Policy  
ALTA Loan Policy of Title Insurance (6-17-06) \$  
(with Florida modifications)

Proposed Insured:

c. \$

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested In:

The Utility Board of the City of Key West, Florida, by virtue of  
Book 2571, Page 2253 and Book 2592, Page 2258

5. The land referred to in this Commitment is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

Carlton Fields Jordan Burt, P.A. Attorney At Law

By: \_\_\_\_\_  
Authorized Countersignature for Carlton Fields, P.A. Attorney At Law

(This Schedule A valid only when Schedule B is attached.)



**First American**

**Exhibit A**

**Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3670853**

Customer Reference Number: 52818-16371  
First American File Number: 2037-3670853

The land referred to herein below is situated in the County of MONROE, State of Florida, and is described as follows:

**SUBDIVISIONS NINETEEN (19), TWENTY (20) AND TWENTY-ONE (21), IN SQUARE THREE (3) OF TRACT THREE (3), ACCORDING TO A DIAGRAM OF THOMAS J. ASHE'S SUBDIVISION RECORDED IN DEED BOOK "1", PAGE 77 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.**



**First American**

## Schedule BI

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3670853**

Customer Reference Number: 52818-16371  
First American File Number: 2037-3670853

### REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. Warranty Deed from The Utility Board of the City of Key West, Florida, to City of Key West, Florida, a municipal corporation of the State of Florida, conveying the land described in Schedule "A".
5. Satisfactory evidence must be furnished as to the proper incorporation of City of Key West, a Florida municipal corporation, prior to closing this transaction, together with proof as to the current status of said municipal corporation in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2016 taxes show **NO TAX DUE**. The gross amount is \$0.00 for Tax Identification No. 00013950-000000.
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2016 taxes show **NO TAX DUE**. The gross amount is \$0.00 for Tax Identification No. 00013960-000000.

Customer Reference Number: 52818-16371  
First American File Number: 2037-3670853

10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2016 taxes show **NO TAX DUE**. The gross amount is \$0.00 for Tax Identification No. 00013970-000000.
11. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.





**First American**

## Schedule BII

### Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**5011612 - 2037-3670853**

Customer Reference Number: 52818-16371

First American File Number: 2037-3670853

#### PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

**NOTES FOR STANDARD EXCEPTIONS:** Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

Customer Reference Number: 52818-16371  
First American File Number: 2037-3670853

9. Subject to Automatic phosphates, metals, minerals and petroleum reservations by virtue of Section 270.11(1), F.S.
10. Matters shown on the map of Thomas J. Ashe's Subdivision, as recorded March, 1874 in Deed Book I, Page(s) 77, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Intentionally deleted.
12. Declaration of Restrictive Covenant in favor of the Florida Department of Environmental Protection recorded April 6, 2016 in Book 2790, Page 736.
13. Intentionally deleted.
14. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Customer Reference Number: 52818-16371  
First American File Number: 2037-3670853

Note: All of the recording information contained herein refers to the Public Records of MONROE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

**Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

**Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Carlton Fields Jordan Burt, P.A.  
Attorneys At Law  
450 S Orange Ave Ste 500  
Orlando, FL 32801  
Phn - (407)849-0300  
Fax - (407)648-9099

12/12/2016

Re: Customer Reference Number: **52818-16371**  
First American File Number: **2037-3670853**

Property Address: **100 ANGELA ST, KEY WEST, FL 33040-7302**

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Exhibit “D”**  
**Due Diligence Items**

1. Property Boundary Survey - November 10, 2010 Island Surveying, Inc.
2. Site Inspection report – August 10, 2012, Florida Department of Environmental Protection and United States Environmental Protection Agency
3. Site Inspection Report – Sections 8 and 9 - August 10, 2012 Florida Department of Environmental Protection and United States Environmental Protection Agency
4. Site Inspection Report – Tables 3 through 6d - August 10, 2012, Florida Dept. of Environmental Protection and United States Environmental Protection Agency
5. Lead Based Paint Survey – July 15, 2013, Professional Service Industries, Inc.
6. Asbestos Containing Materials Survey – July 26, 2013, PM Environmental, Inc.
7. Phase 1 Site Assessment – July 26, 2013, PM Environmental, Inc.
8. Phase 2 Site Assessment – October 8, 2013, PM Environmental, Inc.
9. Site Assessment – March 10, 2014, PM Environmental, Inc.
10. Surface Water Sampling – July 22, 2014, PM Environmental, Inc.
11. Supplemental Site Assessment – August 8, 2014, PM Environmental, Inc.
12. Property Appraisal – February 16, 2015, Appraisal Company of Key West
13. Natural Attenuation Monitoring – July 20, 2015, PM Environmental, Inc.
14. KEYS Letter of Possible Disposition of KW Diesel Plant October 14, 2015
15. CKW Acquisition Recommendation Memo October 23, 2015
16. Declaration of Restrictive Covenant – recorded April 6, 2016, Official Records Book 2790, Page 736, Public Records of Monroe County, Florida.
17. FDEP Site Rehabilitation Completion Order – April 26, 2016 Florida Department of Environmental Protection
18. City of Key West Resolution 16-157 Pre-Acquisition Inspection Consultant Task Order; City of Key West/AMEC Foster Wheeler
19. AES Final Structural Assessment Report August 3, 2016
20. AMEC Summary Report on Keys Diesel Plant August 9, 2016

**Exhibit "E"**  
**Form of Deed**

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Daniel L. DeCubellis  
Carlton Fields Jordan Burt, P.A.  
P. O. Box 1171  
Orlando, Florida 32802-1171

Property Appraisers Parcel ID (Folio) Number(s):  
00013950-000000  
00013960-000000  
00013970-000000

Space above this line for recording data

***THIS QUIT-CLAIM DEED***, Executed this \_\_\_ day of \_\_\_\_\_ 2017, by The Utility Board of the City of Key West, Florida, with a mailing address of 1001 James Street, Key West, Florida 33040, ("Grantor"), to the City of Key West, Florida, with a mailing address of 1300 White St., Key West, Florida 33041("Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships [including joint ventures], public bodies and quasi-public bodies.)

***WITNESSETH:*** That the said Grantor, for and in consideration of the sum of Ten and No/ 100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe, State of Florida, to-wit:

Subdivisions Nineteen (19), Twenty (20), and Twenty-One (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida.

**Subject to Declaration of Restrictive Covenant in favor of the Florida Department of Environmental Protection recorded April 6, 2016, as Document #2070475, in Official Records Book 2790, Page 736 of the Public Records of Monroe County, Florida.**

***TO HAVE AND TO HOLD***, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

**[SIGNATURE PAGE FOLLOWS]**

**NOTE TO RECORDER:** This Deed is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014. Minimum documentary stamp tax in the amount of \$0.70 is being paid hereon.



*IN WITNESS WHEREOF*, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

The Utility Board  
of the City of Key West, Florida

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
By: Peter Batty, Chairman

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2017, by Peter Batty, as Chairman of The Utility Board of the City of Key West, Florida, on behalf of the Utility Board.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

\_\_\_\_\_

AFFIX NOTARY STAMP

**Exhibit "F"**  
**Form of Bill of Sale**

**QUIT-CLAIM BILL OF SALE**

This QUIT-CLAIM BILL OF SALE, Executed this \_\_\_ day of \_\_\_\_\_ 2017, by The Utility Board of the City of Key West, Florida, with a mailing address of 1001 James Street, Key West, Florida 33040, ("Grantor"), to the City of Key West, Florida, with a mailing address of 1300 White St., Key West, Florida 33041("Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships [including joint ventures], public bodies and quasi-public bodies.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten and No/ 100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, transfer, deliver, release and quit-claim, without warranty, unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to all those certain goods and chattels, described as follows:

All improvements, personal property, equipment, machinery, and fixtures located of even date on that certain real property (the "Real Property") located in Monroe County, Florida, as more particularly described as :

Subdivisions Nineteen (19), Twenty (20), and Twenty-One (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "T", Page 77 of the Public Records of Monroe County, Florida.

The Property is further identified by the following Monroe County Parcel Identification Numbers:

Lot 19: 00013950-000000  
Lot 20: 00013960-000000  
Lot 21: 00013970-000000

**TO HAVE AND TO HOLD** the same unto the Grantee, its successors and assigns forever.

All such goods and chattels are conveyed from Grantor to Grantee "**AS IS**" "**WHERE IS**" without any warranty or representations whatsoever and Grantee accepts delivery of all such goods in such condition.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed on the day and year indicated below.

**“KEYS”**

**UTILITY BOARD OF CITY OF KEY WEST, FLORIDA d/b/a Keys Energy Services**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“CITY”**

**CITY OF KEY WEST, FLORIDA, a municipal corporation under the laws of the State of Florida**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit "G"**  
**Form of Owners Affidavit**

## OWNER'S AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF MONROE

Before me, Peter Batty (the "Affiant"), in his capacity as Chairman of the Utility Board of the City of Key West, Florida (the "Owner"), personally appeared this day, and he says that he has authority to make this Affidavit on behalf of Owner and that to the best of Affiant's personal knowledge, without investigation:

1. Subject to (i) matters disclosed or that would be disclosed by an accurate title search, and (ii) matters, if any, that would be disclosed by an accurate survey, the real property described as:

Subdivisions Nineteen (19), Twenty (20), and Twenty-One (21) in Square Three (3) of Tract Three (3), according to a Diagram of Thomas J. Ashe's Subdivision recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida.

The Property is further identified by the following Monroe County Parcel Identification Numbers:

Lot 19: 00013950-000000

Lot 20: 00013960-000000

Lot 21: 00013970-000000

(the "Property") is in the exclusive possession of the Owner and no person or entity other than the Owner has asserted any claim to possession of the Property or any portion thereof. There are no tenancies or leases affecting the Property or any portion thereof.

2. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable and undisturbed.

3. Neither the Owner's title to nor possession of the Property has ever been disputed or questioned.

4. No improvements or repairs have been made to the Property by Owner during the 90 day period immediately preceding the date of this Owner's Affidavit.

5. There are no unpaid bills or indebtedness for any labor done or materials furnished at Owner's request, at any time upon the Property which could be or out of which could arise any construction liens against the Property.

6. Affiant has never been adjudicated incompetent.

7. There are no matters pending against the Owner that might give rise to a lien or other encumbrance that would attach to the Property. Affiant covenants that Owner has not

executed or recorded any instrument that would adversely affect the title to the Property or any interest therein since December 1, 2016.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name: Peter Batty

Sworn to, subscribed, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Peter Batty, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public, State of Florida at Large

**Exhibit "H"**  
**Timeline and Critical Dates**

Date/Timeframe	Event	Paragraph in Agreement
<b>I. EXECUTION OF AGREEMENT</b>		
On or before June 10, 2017	Agreement must be executed by City	10(a)
On or before July 14, 2017	Agreement must be executed by KEYS and becomes the " <i>Effective Date</i> "	10(a)
<b>II. DUE DILIGENCE PERIOD</b>		
30 days, beginning on the Effective Date	The City shall have the right to enter the Property and make inspections	4(a)
<b>III. WITHIN DUE DILIGENCE PERIOD</b>		
<b>A. TITLE</b>		
Within 10 days from Effective Date	City may obtain a Title Commitment	3(a)
Within 10 days after receipt of the Title Commitment	City shall give KEYS written notice disclosing any matters which render title unmarketable or otherwise unacceptable to City (" <i>Objections Letter</i> ")	3(c)
Within 10 days of KEYS's receipt of City's <i>Objections Letter</i>	KEYS may notify if KEYS is unable or elects not to cure any title objection City (" <i>Title Response</i> ")	3(d)
Within 10 days of City's receipt of KEYS's <i>Title Response</i> or 10 days of the date of City's <i>Objections Letter</i> if KEYS has not timely provided a <i>Title Response</i>	City shall have the right to terminate this Agreement or waive any and all title objections and proceed to closing	3(d)
<b>B. SURVEY</b>		
Within 25 days from Effective Date	City may obtain a Survey	3(b)
Within 10 days after receipt of the Survey	City shall give KEYS written notice disclosing any matters which render title unmarketable or otherwise unacceptable to City (" <i>Objections Letter</i> ")	3(c)
Within 10 days of KEYS's receipt of City's <i>Objections Letter</i>	KEYS may notify City if KEYS is unable or elects not to cure any survey objection (" <i>Title Response</i> ")	3(d)



Within 10 days of City's receipt of KEYS's Title Response or 10 days of the date of City's <i>Objection Letter</i> if KEYS has not timely provided a <i>Title Response</i>	City shall have the right to terminate this Agreement or waive any and all title objections and proceed to closing	3(d)
<b>IV. AFTER DUE DILIGENCE PERIOD BUT BEFORE CLOSING</b>		
<b>A. TITLE UPDATE</b>		
Within 10 days after receipt of updated Title Commitment, if any	City shall give KEYS written notice of any matter encumbering Property rendering title unmarketable or otherwise unacceptable and which City objects (" <i>New Objections</i> ")	3(e)
Within 10 days of KEYS's receipt of the <i>New Objections</i>	KEYS may notify City that it is unable or elects not to cure any title objection	3(e)
Within 10 days of City's receipt of KEYS's notice electing not to cure any <i>New Objections</i> or within 10 days of the date of City's notice of <i>New Objections</i> if KEYS has not provided a timely response	City shall have the right to either terminate this Agreement or Waive any and all title objections and proceed to closing	3(e)
<b>B. SURVEY UPDATE</b>		
Within 10 days after receipt of updated Survey, if any	City shall give KEYS written notice of any matter encumbering Property rendering title unmarketable or otherwise unacceptable and which City objects (" <i>New Objections</i> ")	3(e) & 3(f)
Within 10 days of KEYS's receipt of the <i>New Objections</i>	KEYS may notify City that it is unable or elects not to cure any title objection	3(e) & 3(f)
Within 10 days of City's receipt of KEYS's notice electing not to cure any <i>New Objections</i> or within 10 days of the date of City's notice of <i>New Objections</i> if KEYS has not provided a timely response	City shall have the right to either terminate this Agreement or waive any and all title objections and proceed to closing	3(e) & 3(f)
<b>V. Closing</b>		
Within 20 days from the expiration of the Due Diligence Period, but in all events on or before August 31, 2017	The Closing shall take place	5